AGRICULTURAL IMPLEMENTS!

We keep on hand a Splendid Assertment of

House Furnishing and Ornamental Goods, Lamps, Lanterns, Chundeliers, and Oils, CUTLERY!

Agents for the Averill Chemical Paint Co.

IMPROVED FARMING TOOLS AND MACHINERY! AND RESPECTIVLLY

dends to our line and obtainable to this Market, we will IMPORT TO ORDER, from England, a but part of the United States, on the most liberal terms.



JOHN NOTT & Co.

Galved Trisming, Elbows, TWays, Reducers, Couplings, Union Couplings, Check Nots Cases Charcoal Tin Plate, 10x14, 14x20, 12x12, 1C, 1X, 1XX, 1XXX. Best Basea Tin, Copper, Iron and Tinned Tacks, Tinsmiths' Trimmings,

Full Assortment of Hand made and Pressed Tinware, Short Copper, 10, 18, 20, 24, 40, 60, 90 or., 48x72 in., Sheet Zinc.

BRASS AND SOFT SOLDER, Iren Wire, Lead Pipe, PLUMBERS' MATERIALS, Sheet Lead, Hose Bibs, Stop Cocks,

CARR'S PATENT WATER CLOSET, Douglas Pumps, Rubber Hose, Hose Norries, Sprinklers

Full Assortment of Tinware! ALWAYS ON HAND.

STAMPED TINWARE. WE would respectfully invite the attention of

House Keepers to our full and complete assortment of STOVES AND RANGES. From the best Troy and Albany, New York

Stove Foundries, consisting in part of the "Buck's Patent," "Magua Charta," Laurel, Opers and Coupon Ranges. Also, Mistress Range, Victoress Stove and Pacific Caboose, made in Glasgow, where fron is cheap.

And to Arrive per City of New York and Syren, MORE!

Parties on the other Islands favoring us with orders by mail for any of the above goods, &c. may depend upon having their requirements filled as satisfactorily as if present in person. In ordering stove, state requirement and limit. Goods earefully packed, was a requirement and limit.

No. 9 Kaahumanu Street.

Pacific Rubber Paint Company's RECIPROCITY CASH STORE ! PAINTS!

THIS ARTICLE IS FOR SALE BY

BOLLES & Co.

more Paint is justly coinfested, and is coming use, and all who have given it a trial light of it. The undersigned have a general assert of names and that and assert of names and the keep of the uncertainty.

ment of all county has the streets at the shortest notice, and he ready to fill orders at the shortest notice. BOLLES & Co. **NEW GOODS**

RECEIVED BY LATE ARRIVALS.

A LARGESUPPLY OF

American and Eaglish Books

OFFICE STATIONERY &c., &c., &c. - Consisting of -

CAP PAPER, LEGAL CAP, LETTER AND New Styles this Present Letter and Note Papers Envelopes of all Styles.

Black Sooks, Memorantion Books, Qual and Square Picture Frames,

SCRAP and POSTAGE STAMP ALBUMS,

Serviceopes and Serviceope Views. Lotter Clips, Block States, " time Mond and Loniber Traveling Indotands Place Walleys, Parried and Baps.

PAPIER MACHE AND MOROCCO PORTFOLIOS!

Pearl and Scatch Card Count.
Letter Copy Scoks and Minaber-Copying Paper,
Letter Presses, Nathematical Testraments.
Green Speciation. Product Companies.
Chem Man, Bustoner, October Buston,
Chima Man, Summers, Giroka,
Children's Alphalest Buston.

Eve Glasses, Reading Glasses, SMALL FRUITS

oracles Start and Sufficience sens, till and Wood Toothpicks. Quil and Wood Toothers,
Some Pros-Gillette, Prery's and other makers,
Dystal and Inamond reigher,
Inver Paper Katres and Erastes,
Int Extraorges and posture,
Electropes. Wood not Ember Enlers.

WRITING DESKS, A FINE ASSORTMENT mar All orders promptly filled. "Six H. R. WHITNEY.

To Let, Lease or for Sale. ON REASONABLE TERMS A CONVENT.

-4550-Several Building Lots. For purchasines apply to 2M Est S. LEMON.

For Sale or For Lease. A HANDSONE COTTAGE PLEASANT-HUMOSTANUENWALD, M.D.

1000

Fruits Prepared by the Alden Process PEARS, OF DIFFERENT VARIETIES: BOLLES & CO.

Oat Hay. Bast California out HAV - For Sale by Bolles & CO 16-1m

AN INDEPENDENT JOURNAL. DEVOTED TO HAWAIIAN PROGRESS.

PUBLISHED AND EDITED BY HENRY M. WHITNEY.

WEDNESDAY, DECEMBER 20. Supreme Court of the Hawnilan Islands October Term, 1876.

E. Delemar es, Thus. H. Hobron.-Action of Assumptit

OPERIOR BY HARRIN J.

The history of this case in brief, is as follows ;. On the 24th day of January, 1574, Thus, H. Hobron eased to Eugene Defemar and W. F. Sharratt, his autation on the Island of Mani, with the privilege hat Delemar and Sharratt might purchase the same at any time within five years for a price set forth in the lease. On the 31st day of March, 1874, Delemar paid to Hobeon \$843.55, and took from Hobron a receipt as follows:

and sixty five cents for and on account of one un-Messre. Delemar and Sharratt executed a paper setting forth that "Whereas the said parties to these presents have heretufore been and now are engaged

part * * * Has agreed to assign unto the said party of second part all his interest, title and estate under or by reason of the said indenture or agreeand sums of money which they, the said parties, do-

Now therefore the said party of the first part for the consideration hereinbefore named doth grant, assign, transfer, and set over unto the said party of the second part all the right, title, interest and estate of him the said party of the first part, in and to the said indenture or agreement or lease and the premises thereby demised 9

" In consideration whereof the said party of the second part for himself, his executors, and administhem, are indebted or under legal obligations, touch-

ratt, Sugar planters, in consideration that Wm. F. dwell upon the seriousness of the news.

ratt has this day assumed all indebtedness of said situation as it reveals. Its temper, two, plainly indicated in this haughty message, is really dominant at Constantinople. The prospect is a gloomy one, indeed.

This appears to have completed the transaction as far as Delemar was concerned. It will be seen that the Prefect will forcibly coter the valuean, accompanied by the Questor and by physicisms, notaries the last paper recites the fact that Sharratt had assumed all the indebtedness as it was stipulated that a send a certificate of inquest to the Cardinal Deacon. A seal will be attached to the Pope's spartments, and a seal will be attached to the Pope's spartments. he should do by the the deed of dissolution between himself and Delemar.

ratt alone in like manner as he had agreed to rell to Delemar and Sharratt. In other words, Hobron substituted Sharratt for Delemar & Sharratt.

It is true that by the new agreement with Sharratt. favorable for the seller: but when Delemar and Sharratt agreed each with the other that Deleman would sell, and Sharratt would buy Delemar's interest in the plantation : it was conditioned on the idea that Delemar would be acquitted of all reponsibility in the matter; this sould only be done by Hobron agreeing to take Sharratt instead of Delemar and Sharraft; and without each an agreement on the part of Hobron. Delemar would have nothing to sell, and Sharratt could not buy anything. Now, in this action Delemar seeks to recover back the \$343.65 paid to Hobron on the 31st of March, 1874, for which the receipt above secited was given, and the Court was soked to charge the Jury: " That if they believed from the evidence, that the receipt signed by Hobron was for an individual deposit made by Delemar and not account of the firm of Delemar and Sharratt, and that the contract was ahandoned with the consect of Hobren, and new engagements made with Shurratt, and Delemar released from at obligations, they will find for the plaintiff," which instructed were refused by the Court and in lies thereof, the Court instructed the jury: "That the abundances was not to be by Deleman abus, or even by Delemar and Sharratt, but by Hobron. If the jury find that for a valuable consideration of therwise Delemar had assigned his whole, interest to Sharraft, and Sharraft stands in Delemar's piace without any abandonment of the contract by Sharratt or Hobers, then, where is the testimony that the contract has been abandoned? It is for the jury to determine whether by the testimony it is shown that Hobran has everwithdrawn from the contract with Delemar and Sharratt, or that the firm on the one part and Hobrus on the other, have mutually absodened it; that the cale and deed from Hebren to Sharratt, showed that Hobron had not abandoned, but carried out the contract." To this raling excep-

Now we take it to be unquestioned that the right of a party to rescind a contract, in the absence of fraud, depends solely upon the agreement of the parties, and springs either from the original terms of to advance to Eassis money. The loan will not be the contract or from a mutual assent to break it up.

Where there is no fewerable that the Rothchilds can mally dispose Story on Saler, Sention 415. Where there is no no favorable that the fraud the resession must be voluntary and mutual. Buttle vs. Rochester City Bank. 5 Barb., 414. 2 Story on Contracts, Section, 868 a. Where a contract is to be resembed at all, it must be rescinded in toto, and the parties must be put in State que. Hunt toto, and the parties must be put in State que. Hunt true Silk, 5 East, 452. Whether the acts of the parties Silk, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks Silks, 5 East, 452. Whether the acts of the parties Silks, 5 East, 6 East, 6

said assignment.

But again, the Court said that it was for the jury to determine by the testimony, whether it is shown that Hobron ever withdrew from the contract. Thus it was left for the jury to determine whether he had or not, but the Court remarked that the ultimate sale and deed of Hobron to Sharratt showed that Hobron

and sixty five cents for and on account of one un-divised half of Grove Ranch Plantation, the said amount bearing interest at ien per cent per annum. The whole sum of the case is this, that Deleman payable quarterly." (signed) T. H. Hebrue. agreed to sell his interest to Sharratt for \$4,500 provided that Hobron would release him from past

ratt all his right, title and interest in the estate What was all his right, title and interest at the tim of his assignment? All his right was to enjoy the occupation of the estate until the 24th day of January. A. D., 1879, with the privilege of extending to called at said Makawas, and on the twenty-sixth day of April, A. D. 1873, did as joint lessees, execute with Thomas II Hobron as lessor, a certain inden-

time of his sale to him as a payment made on ac-count of the purchase to be carried out by Sharratt, who would deal with Hobson accordingly. Suppose Delemar to have died before the assign-

ment, no one would have had a right to interfere ment of lease in the said plantation with the partnership concerns. Sharratt would have had the said party of the second part bath likewise had the right to close up the business, complete the agreed and undertaken to discharge and pay all debts purchase, and must have been responsible to his partner's heirs for all his interest in the conce and some of money which they, the said parties, do jointly owe to any person or persons for or by reason of their said joint business or co-partnership * * * would not have been responsible to Delemar's heirs. The exceptions are averraled.

CRAS. C. HARRIS, Justices of the A. FRANCES JUDD, Sup. Court. W. C. Jones for plaintiff, A. S. Hartwell, W. R. Castle and W. O. Smith for defendant. Honolulu, Nov. 2nd, 1876.

LONDON, Nov. 13 .- The Pall Mail Gazette says; second part for himself, his executors, and administrators doth hereby, covenant promise, and agree to and with the said party of the first part, his executors and administrators that he the said party of the second part, and his executors and administrators, shall and will at all times forever hereafter, save, keep harmless and indemnify the said party of the first purt, and his executors, and administrators, against all and every person and persons whomsever to whom they the said parties hereto or either of them, but it is far from picusant examing. The Turkish Government, who are said to be deeply ever to whom they the said parties hereto or either of them, but it is far from picusant examing. The Turkish Government, who are said to be deeply ever to whom they the said parties hereto or either of the care of the care is not the most alarming incident of their me, but it is far from picusant examing. The Turkish Government, who are said to be deeply ever to whom they the said party of the said party of the first part, and his executors and administrators, had administrators that he said party of the first purt, and his executors and administrators, had administrators that he said party of the second part, and his executors and administrators, and administrators, and administrators that the news that comes both from St. Petersburg and Constantinophe gives us warning that what is called feeling may yet conquer whedom, and that a certain degree of insatiety already threatens to creek the tremendous issue of parce or war. The speech of the tremendous issue of parce or war. them, are indebted or under legal obligations, touching or concerning the said co-partnership." * * * *
On the same day to wit: The 20th of December, 1873. Messrs. Hackfeld & Co. and Mr. Thomas H. Hobron the defendant in this action, are stated to have telegraphed in action to their representatives abroad, to the following effect: We desire peace, with or without a Conference, but we must have guarantees for the integrity of our territory before we can similar recommendations or requests. We consider it as will, if not fatal precedent, to accept a Conference on the internal affairs of the Empire. If Europe has propositions to make to us, let the signatory were of the Treaty of Paris make for all their proofs of moderation, are stated to have telegraphed in the following effect: We desire peace, with or without a Conference, but we must have guarantees for the integrity of our territory before we can obmit recommendations or requests. We consider it as will, if not fatal precedent, to accept a Conference on the integral of our territory before we can obmit recommendations or requests. We consider it as will, if not fatal precedent, to accommend the integrity of our territory before we can obmit recommendations or requests. We consider it as will, if not fatal precedent, to accept a Conference on the integral of the Treaty of Paris make for all their proofs of moderation, are stated to have telegraphed in the following effect: We desire peace, with or without a Conference, but we must have guarantees for the integrity of our territory before we can obmit recommendations or requests. the ill return their enemies make for all their pro of Hamstain, Oahn, creditors of Delemar and Share Government; and if it be correct, it is needless to

eaid firm from all liability and resposibility to us or either of us for any and all indebtedness of said firm isters, regarding the measures to be taken by the Witness our hands and seals this 20th day of December, 1875.

Signed)

H. Hackfeld & Co. [L. 3.]

Signed)

T. H. Hobron.

[L. 3.] and other necessary formalities. If this be refused, the Prefect will foreibly enter the Vatican, accomand remain so until after the removal o After twenty-four hours the body will be at the dis

After twenty-four hours the body will be at the disposal of the ciergy.

And it will now be seen that for a valuable consideration, Delemar had assigned his interest in the lease to Sharratt, and Sharratt stood in the same relation to Hobeum as Delemar and Sharratt had hither to done; and on the same day December 18th, Hetron signed an agreement that he would sell to Sharratten the same day December 18th, Hetron signed an agreement that he would sell to Sharratten the same day December 18th, Hetron signed an agreement that he would sell to Sharratten the same day December 18th, Hetron signed an agreement that he would sell to Sharratten the same day December 18th, Hetron signed an agreement that he would sell to Sharratten the same day December 18th, Hetron signed and suppose to the ciergy.

A despatch to the Reuter Telegram Company from St. Petersburg says the Char's speech has found a general entinglistic echo throughout the found agreement that the would sell to Sharratt had hither the same of the ciergy. all the demands which the Czar and Empire might make for the protection of the interest of Russia. They place their fortunes and all their resources at the disposal of the Government to provide neces-

It is true that by the new agreement with Sharratt,
the terms were romewhat varied, being made more
instructed after viewing the Pope's body, to take possession of the most important Papal insignia, including the Fisherman's Ring, and deliver them, with the certificate of inquest, to the Descon.

NEW YORK, Nov. 20th.—Some apprehension ex-

ists, also, as to what will be the action of the De-mocrats in case Hampton is not declared elected. Governor. Threats are reported to be frequently made that he shall be installed Governor at all hazards, or there will be another revolution here It is not believed, however, that Hampton would sanction violent action. He has many Republica friends here, who would like to see him Governor but whose support he would lose if his Democrati supporters restored to violence.

NEW YORK, November 19th .- The Herald's cable departs from Constantinople deciares that the Porte has now abandoned the project of sending troops, to Roumania to prevent the march of the Russians, but that Turkey will await the attack on the sothern bank of the Danube.

A despatch dated Constantinople, Saturday, says; The Extraordinary Grand Council to-day resolved to accept the Conference. It is stated that Midhat Pasha and Sanfel Pasha will be the Turkish Pleni-

Chev Kett Pasha has been sent to Philipoppolls for trial by the Commission which is investigating the atrocities in Bulgaria. The Post asserts that several Americans have applied to the Russian Government for letters of marque, to be used against English shipping in the event of war.

LONDON, November 18th.—Renter's telegram from St. Petersburg states that in pursuance of a partial mobilization of the Russian army, prepara-tions are now being made for the mobilization of

Moveable hospitals are also being got ready, committee of ladies have been formed on the model of those which worked with so much success during the Franco-German war for the private nursing of the wounded.

the sanitary corps.

The Empress of Russia and Grand Duchess, it is stated, have assumed the patronage of the Association. It is improbable that General Tchernayes will retain command of the Servina army. The Cologne Genetic's Paris correspondent says.

A principal obstacia to mar seems to have been removed. The Bothehlids are still to have concluded

For Lease.

HOUSEHOLD HINTS.

To drive rate, put chloride of lime about their holes. It burns their hair and feet, and is quite

To drive flies away (not poison): A little ground black pepper and tincture of quasaia, put in sageers about the house, kills and keeps them

When color on a fabric has been destroyed by acid, apply ammonia to neutralize the scid, after which chloroform will, in almost all cases, restore the original color.

in one pint of alcohol; shake well and bathe the parts affected; westing red finnel with it, lay it on. It does not cure but takes away the redness, reduces the swelling, and relieves the tor-

the fire, or over a warm iron water plate filled with boiling water. The grease will melt, and the French chalk absorb it. Brush or rub it off; repeat if necessary.

eights of a yard will make a screen for the washstand, and a long narrow screen for the wall in the neighborhood of the slop jar. The acroens should be cut with rounded corners and scolloped on the upper edge and sides, and the edge

pinked A neat way to clean black lace is to wash it in skimmed milk, not rathing, but simply squeezing it. When it seems clean, take it out and put it into a little clean milk, and then put it out directly on sheets of stout paper. Touch it here and there with the fingers to draw out the scollops and edges, lay sheets of paper over the lace, and a heavy weight over all till dry.

An innocent method of destroying cocknaches is to place a bowl or basin contain little molasses on the floor at night. A bit of wood resting one end on the floor and the other on the edge of the vessel, serves as a bridge to conduct the insects to the sweet deposit. Once in the trap its slippery sides prevent retreat, and thus cockroaches may be caught by thousands.

Veal Sweetbroad. Trim it and parboil for five minutes. Then throw it into a balain of cold water; roast plain, or beat up the yolk of an egg, and prepare some bread crumbs. When the sweetbread is cold, dry thoroughly, run a skewer through it, and tie it on the spit; egg it, powder with bread crumbs, and roast. Serve on buttered toust with gravy.

muriatic acid for twelve hours. Wash well with water to remove the lime, then immerse it is a solution of hypo-sulphate of soda, to which di-lute muriatic acid has been added a moment before. After it is bleached sufficiently, remove it, wash again and dry it. It may thus be bleached almost snow white.

Scrap-Book Paste. Dissolve a teaspoonful of alum in a quart of hot water; when cold stir in as much flour as will give it the consistency of thick cream, being particular to beat up all the lumps; stir in as much powered resin as will lie on a dime, and also add six cloves, a teacupful of boiling water on the fire, pour the flour mixture into it, stirring well all the time. It will be soon like mush. Let it cool, and keep it cool; lay a cover on it; for use, solted with warm water. It will keep twelve months.

a dozen fresh eggs, add a teaspoonful of cream, a little salt and pepper, and set on the fire; as soon as the eggs are set or nearly solid, spread one bull quickly with the minced burn, and fold the other half on to it, and slip carefully from the pan to a dish. Garnish with parsley and serve A piano should be tuned at least four times in

unpleasant vibrations, and sometimes injure the instrument. The more equal the temperature of in tune.

Preserved Quinces. Choose fine yellow quin ces, pare, quarter and core them, saving both skins and core. Put the quinces over the fire with just enough water to cover them, and simmer until they are soft, but not until they begin to break; take them out carefully and spread them upon broad dishes to cool; add the parings seed and core to the water in which the were boiled, and stew closely covered for an hour; strain through a jelly-hag, and to every pint of this liquor allow a pound of sugar; buil up and skim it. Put in the fruit and boil fifteen ninutes; take all from the fire and pour into large deep pan; cover closely and let it stand twenty-four hours; drain off the syrap and let it come to a boil; pat in the quinces carefully and boil another quarter of an hour; take them up as dry as possible and again spread out upon the dishes, setting these in the hottest sonshine you can find; bod the syrap until it begins to get to cover them with the syrup; the preserves should be of a fine red ; covered with brandied tissue

NOTICE.

THE UNDERSIGNED BEGS TO NOTIFY PLANS AND ESTIMATES For those wishing to build, and is also prepared to take contracts for any stant of building or

Cart & Carriage Work. All kinds of boilding material on hand and will be turnished at the old stand in Koica, such as

Koloz, Kanal, Dec. 6th, 1874. W. H. WRIGHT.

A. W. PEIRCE & CO. Offer for Sale SHIP CHANDLERY

WHALE BOATS AND BOAT STOCK. GROCERIES,

Lime and Cement, Galifornia Hay, - AND -

By Steamer from San Francisco, Potatoes, Onions, &c.

Perry Davis' Painkiller, Puuloa Salt Works

FOR SALE THE POLLOWING

NEW GOODS Now Landing,

British Barque Canoma

AND OTHER LATE ARRIVALS.

Consisting of the following Machinery ONE

SUGAR MILL, COMPERTS Five Steam Clariflers,

400 and 100 callons. A PINE ASSORTED INVOICE OF SMITH & WELLSTOODS'S

Celebrated Cooking Stoves AND RANGES

BBLS BEST WHITE CEMENT! Best Scotch Bar Iron, associad stres; Best Scotch Sheet Iron, assorted alors ; Pig Trun

PAINTS AND OILS!

This White Lead, This White Blue Paint, Ting Geouine Red Land,

Tine Bines; and Blue Paints, FIRE BRICKS, SQUARE AND ARCH

BEST BLACKSMITH COAL. REST STEAM COAL.

CLAY.

ing Wire, amorted sites, amorated and guivanised,

Galvanised Buckets, assorted sines. A General Assortment of Superior Stationery

DRY GOODS

ALSO, A FULL ASSORTMENT OF

LIQUORSI

CONSISTING OF

Cases Heidseick's Champagne, pints and quarts' Baskets Lawrence's Champagne, pts and que, Baskets Lawrence's Champagne, extra dry, Cases Hennessy's **** Brandy, Cases Mariell's xxx Brandy,

Cases Planst's 1862 Brandy, Cases Small Genera, Cases Best Genera,

Cases Best Genera,
Cases Best Kinahan's L Irish Whiskey,
Cases Dunville's Irish Whiskey,
Best Scotch Whiskey,
Quarter Casks Best Hennessy's Pale Brandy,
Quarter Casks Bost Martell's Brandy,
Quarter Casks Jamaica Rum. BEST AMERICAN WHISKIES!

Occidental, Hermitage and O.F.C. Cases Best Pale Sherry, Cases Best Old Port, Quarter Casks Pale Sherry, Quarter Casks Irish Whiskey,

McEwan's India Pale Ale, Pints and Quarts.

India Pale Ale, pints and quarts,

Orange Bitters, in cases, Boutelleau & Co's 1, 2, 3 and 4 diamond Brandy Cases Superior Vermouth, Cases Fokur's Bitters, Cases Superior Claret,

Bass & Ce's India Pale Ale, pints and quarts,

dille. dia. Cases M'EWAN'S XXX STOUT, in stone jugs, PINTS AND QUARTS.

F. T. LENEHAN & CO.

FINE WRITING PAPERS.

AM RECEIVING BY EVERY ARRIVAL

SAN FRANCISCO, NEW YORK AND LONDON. ADDITIONAL SUPPLIES OF Writing and Other Papers,

Among which may be found, Letter Paper, ruled and plain of various qualities, from \$4.50 to \$6.00 per ream.

French Note and Letter Paper, a choice Cap, Flat Cap, Legal and Bill Papers,

Thin Overland Post, white and blue, ruled of

Note Paper, plain and ruled, from \$2.00 to \$5.00

----ATSO----COLORED PAPER, of various sizes and quality.

TISSUE AND COPYING PAPERS, MEDICATED STAR PAPER, NEWS AND BOOK PAPERS,

MANILLA WRAPPING PAPER, thick and thin quali

H. M. Whitney. Knowles' Patent Steam Pumps

C. BREWER & CO., Sole Agents for Hawaiian Islands HAVE RECKEVED Per Syren from Boston

OF THE ABOVE CELEBRATED PUMPS, FROM NO. 2 TO 6, A ND ARE READY TO RECEIVE ORDERS for any of the pumps of this make to be forwarded overland if necessary

BOILER PEED PUMPS, SYRUP PUMPS. DISTILLERY PUMPS. VACUEM PUMPS.

Pumps for Hot or Cold Water, Salt Water

information given by

Pumps.

C. SEEWER & CO., Agenta For Lease, That well-fitted and Suitable Store for a retail or windressle business in God Fellow Hall. Apply to

W. C. PARKE, J. O. CARTER, A. S. CLEGEGRN, For Sale, A PART OR ALL of the COWS

To on the Nauma Fleshellon. These cows 1, 12

are largely of foreign blood, and guarantee and the most gentle herd of Mileh Cows in the Efreguen.

Apply to J. H. WOOD.

Importers and Dealers in

Tougued & Grooved, Surfaced,

Fencing!

REDWOOD

Surfaced Boards and Plank, 7 5 to 2 in.

RUSTIC SIDING.

2x12 to 116x16; Clear Nor'West, for Planter's Use

EASTERN WHITE PINE, California and Eastern Doors, all sizes

SASH, all sizes ; BLIND, all sizes ; WHITE LEAD and ZINC!

Wall Paper and Border VERY LOW!

Iron and Tinnel Tacks,

Butts and Hinges,

Brown Cotton.

For Plantation or any Other Use,

Salt in Quantities to Suit.

OFFER FOR SALE.

C. BREWER & CO.

The Cargo - 08 THE --

American Bark Ceylon! Now Due from Buston, Mass.

1 Ship's Caboose, Sporm Caudles, Cuses Tobacco, (Kalakara's Favorite,)

Spunyaro, Nests of Trunks, four in a pest, Ice Chasts, Assorted Sizes, Iron & Galvanized Pipe, 1-2 in. to 4 in Lawrence's Duck, Nos. I to 10,

A Very Choice Asst. of Dry Goods

Stark & Shortlage,

LADIES' DINING CHAIRS.

Cedar Shingies, Spruce Boards. Carled Hair, Paper Haga, 2th, to 18th Bungs and Deek Phugs,

Knowles' Patent Steam Pump:

C. BREWER & CO., Sole Agents for the Hawaiian Islands,

- OF THE -Above Celebrated Pumps from Nos. 2 to 6 And are mady to receive orders for any of the Pompe of this make to be sent overland if necessary :

BOLLER PERD PUMPS, SYRUP PUMPS, DISTRICTOR PUMPS, VACUUM PUMPS. Pourps for Hot or Cold Water, Sait Water Pumps. C. BEEWER & Co., Agents.

TO WOOL CROWERS. THE UNDERSIGNED CONTINUE TO BUY Monde at good prices. Wools coming to smarket the species particularly desired to make freight.

C. BERWERL & CO.

HIDES, SKINS, TALLOW. THE UNDERSIGNED CONTINUE TO PAY

Colored Corals and Shells.

HAVE NOW ON SALE THE BALANCE of the Fron Shistin, Colored Cursh, and Circul Root in through: from Microbesia in the "Marning Sine," the least pools in this fine ever more here. Thous are but a few of each, and those with to secure, the last was loose against activ. please apply certy.

As the thirty reset will probably not bring any more
of these curbs for sale, this will be the only chance for H. M. WHITNEY.

DIRECTIONS Grasp the handle, as shown in the cut; firm it sharply into the ground always striking in the same place, or near it, until the earth sticks in the runnier; raise it out and grasp it on the ground sales he, building the modile in the hand, and the earth will fall set, TRY TREM! We also Offer For Sale, Builders' Hardware & Mechanics' Tools

Seines and Twines, Fish Hooks and Lines

THIS PAINT IS MIXED READY FOR USE,

shad in [6, 8, 3 and 5 ratios containers. A very large quantity is being said in the United States, and it is supported to any other Paint used. We have in such at present only the pure White, but as

We are in Communication with Manufacturers and Apents of all kinds of

Solicit Orders for any Class of Goods in Our Line!

DILLINCHAM & Co.,

(TALVANIZED IRON PIPE, 6000 feet assorted sizes, 14, 14, 1, 14, 114, 2,



NO. 73 FORT STREET AT THE ABOVE PLACE WILL BE FOUND A FINE ASSORTMENT

Class and Plated Ware! Setable for Sorthlan, Wedding & Christman ewelry, Terrarotta Ware, Bronce Goods. Stuckets, Air Contiet, Euroy Scape, Vales, Silay, 20 hour, and Calvodur Chees, 3 Fine French Gill Cheeks, Atominees, F Boys Tool Chests, Tobacco Beggs.

Deceptive Wice Gusses, Bags.
Pretfolios, Moser Rolls, Vallees, Scenes, Storoscopic Views, (Sitt. Card and Cubinet Frances Mand and Combination Mirrors, One Two & Three Shelf, Book Shelves, Etc. THE ABOVE GOODS ARE MARKED ON A CASH BASIS

SHINN'S NURSERIES

SHINN & CO.

MY TERMS ARE STRICTLY CASH

NILES, ALAMEDA COUNTY, CAUFORNIA THE PROPRIETORS OFFER FOR FRUIT TREES!

Apple, Cherry, Plum, Nomanne, Swach, Printe, Cral NUT-BEARING TREES! Almond, English Walnut, English Filbert, Chestry

Every well-bested variety of

EVERUREENS, and other Stade or Orna EUCALYPTUS (Blue Gum) in variety, Pepper Trees. Cypress (Yellow and Huney), Pines, Catalpa, Magnolia,

SEMI-TROPICAL FRUIT TREES.

Grange Lemon, Lime, etc., etc.

berries, etc., etc.; Alex, Persitumon (Japun and Native)

Roses & Ornamental Shrubs & Plants in are agreed Variety Catalogue and Price List, can be obtained on application Menza, CARILS & COOKE, Hunoiciu, who will receive and forward orders for trees, and to whom payments

CITIZENS AND RESIDENTS OF HONO-LULU, Visiting Priends and Sumagers generally are conducty in which is attend Public Worship at FORCE ST. CHURCH, where Secretices are hold every Sabbath at III o'clock A. M., and 7½ P. M. Sents are provided for all who may be pleased to attend. There is a Wednesday evening Prayer Messing at 7½ o'clock, is the Lecture Room, to which all are welcoone. PURSES!

Money Purses and Bags be found at H. M. WHITNEY'S

41m-425

A PINE ASSORTMENT OF LABRENT AND

HAWAIIAN GAZETTE

amount to a rescinding, is a question of fact for the jury, 2 Story on Contracts. Section 277.

Let us apply these principles and see if the instructions to the jury were incorrect. It appears that the jury were instructed that the abandonment of the contract must be not only by Delemar or Delemar and Sharratt, but by Hobron as well. This is in

and Sharratt, but by Hobron as well. Into it in conformity with the idea that the abandonment must be by both parties, that is to say, mutual. If the jury find for a valuable consideration, Delena, had assigned his whole interest to Sharratt, does not Sharratt stands in Delenar's place? Has Delenar abandoned the contract? or did he assign his interest in it to Sharratt? If he assigned his interest in it to in it to Sharratt? If he assigned his interest in it to Sharratt as these papers most clearly say: then he most clearly not only did not abandso the contract, but he put it out of his power to abandon it, and if Hobron agreed to take Sharratt in pursuance of Delemar's assignment to Sharratt which was made on condition that Delemar should be acquitted of all responsibility, he (Hobron) did so in conformity with Delemar's request as contained and implied by the said assignment.

and deed of findron to Sharrait showes that Hooved had not abandoned the courtred. The instruction might have been differently couched; it might have been said that the ultimate deed of Hobron to Sharrait was eriflence for the jury to consider to prove that Hobron had not abandoned the contract, and it was not only evidence of that description, but very than the provinces of the contract. ** SS43.63.

Becoved of E. Delemar this 31st day of Delemar to Sharratt of all his rights under the lease or contract for the sum of \$4.500 conclusive evidence that he did not abandon the contract himself! Where

On the 20th day of April, 1873, the parties substituted a new lease for that, dated the 24th of January, 1874, (similar in all respects) except that it was more specific in its terms and containing the same agreement of sale. On the 20th of December, 1875, 1874, 1874, 1875, 1 And agulu, for \$4,500. Delemar assigned to Shar-

day of April, A. D. 1873, did as joint lessees, execute with Thomas II Hobron as lessor, a certain indenture or agreement of lease of certain hands situated in said Makawao, therein named as the Brewer Piantation and Grove Ranch

"And whereas the said parties (Delemar and Sharratt) have cultivated the said leased land and managed and carried on the said plantation and business as co-partners aforesaid, and by reas on of the premises having a joint interest as co-partners and co-lesses aforesaid in the said plantation # * * "And whereas also the said parties hereto for divers good reasons, them, hereunto moving and particularly in consideration of the sum of four thosaid and fire hundred dollars paid by the said party of the feed winds "undivided half" in the receipt make any difference since by referring to the contract, it would not receive the SAI 55 from Sharratt at the time of his sale to him as a payment made on activities of the second part unto the said party of the first that the said party of the first art.

LATE FOREIGN NEWS!

ment could embrace the gravity of so critical a site a window, guard, if possible, against its be

sary means.

The Culcutta correspondent of the Times states that estimates based on official returns from various police sections, give the total loss of life as 215,000 in three districts, and it is probable that even this estimate is too small.

For Rhegmatism. Four pances of saltpetra

To extract greate from silk. Scrape French chalk, put it on the greate spot, and hold it near

The right way to use glycerine. Keep a small bottle of glycerine near the place where you habitually wash your hands, and, before wiping them, put one or two drops of glycerine on the wet palm and rab the hunds thoroughly with it as if it were soup, then dry lightly with a towel. Wall-screens for wash-stands may be made of white enameted cloth (plain, not marbled). Five-

To Bleach Sponge. Soak it well in dilute

Cold Boiled Ham. When a ham has been a long time boiled and is becoming dry, cut some this slices, dip in egg and breadcrumbs, and fry quickly and serve immediately; or, cut off all fat, mines the ham very line; break into a pan half

the year by an experienced tuner. If you allow it to go too long without tuning, it usually be-comes flat, and troubles a tuner to get it to stay at tuning pitch, especially in the country. Never place the instrument against an outside wall, or in a cold damp room; there is no greater enemy to a piano than damp. Close the instrument immediately after you practice; by leaving it open, dust fixes on the sound board and corroder the movements, and if in a damp room the strings soon rust Should the piano stand near or oppoopened, especially on a wet or damp day; and when the sun is on the window, draw the blind down. Avoid patting metallic or other articles on or in the piano; such things frequently cause

the room, the better the instrument will remain

Lumber of all Kinds, Doors, Sash, Nails, Paints, Oil, etc. All of which will be sold at lowest prices. 80° Lumber at any of the landings, from Robas to Walmes at lowest rates. For charge for plants, of estimates to Sienes price charing material from one.

Nov Flour & Bread

Agents for Brand's Bomb Lances.

F. T. LENEHAN & CO. WILDER & CO.,

OFFER

BUILDING MATERIALS

ALLDESCRIPTIONS

Nor'West Scantling, Boards!

Planks, Battens, Pickets! 12 in. z 4, 120, and 126, for

Laths. &c.

Scantling, Boards, Plank,

Batteny-laf, lat, 1-2x8, and 1-2x2. Pickets-Rough and Faney,

CLAPBOARDS, LATTICE. Tongued and Grooved

TIMBER FOR SHIP

PAINT OIL & SHALL PAINT CHEAP, Putty and Varnish, Glass, No. 2x2 and 2,

Paint and Whitewash Brushes. METALLIC AND FIRE-PROOF PAINT

> Hooks and Eyes, &c. NAILS!

Bolte, Serews,

UPON LIBERAL TERMS!

New Bedford Oil Shooks,

New Bedford Cordage, 1 in. to 6 1-2 in,

Bout Mills Hissellings. Massachusetts Sheetings.

Amoskeag & Pearl River Denims ONE BLACK WALNUT CHAMBER SET

Coal Bushess, Palus Residen. **3 JUMP SEAT CARRIAGES** Rastern Pine' Sugar Shonks,

HAVE BECETVED Per Syren from Boston !

gar Prices and other information gives by